| INVITATION TO BID  | ALE OF  | 100  | BIDS WILL BI  | E PUBLICLY  | OPENED:  |
|--|---|--|---|---|--|
| STATE OF LOUISIANA   |   |  | NOV 01,   | 2005  | 10:00 AM   |
| DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING  | THE REAL PROPERTY.  |  | PURCHASING A  | GENCY NO. :   | 107001   |
| ====> VENDOR NO. : SOLICITATION : 2202963 FILE NO. : M19953R OPENING DATE : 11/01/05  VENDOR NAME AND ADDRESS  FILL IN VENDOR NUMBER (FEIN), NA ADDRESS ABOVE, BEFORE SUBMIT   |   |  | SEE NO. 8 BE  2202963  OFFICE OF STA OFFICE OF STA POST OFFICE B BATON ROUGE,  BUYER BUYER PHONE DATE ISSUED REQ. AGENCY OFFICI AGENCY REQ. NO. VENDOR PHONE FISCAL YEAR CLASS/SUBCLASS SCHEDULED BEGI SCHEDULED END T-NUMBER | 11/01/05  TE PURCHASII TE PURCHASII TE PURCHASII OX 94095 , LA 70804-9099  : LIN : (22: : 10/ : 107 E OF STATE BI : : 128 : : 06 S: 910 N DATE : 00/0 | 10:00 AM<br>M19953R<br>NG<br>NG<br>5<br>DA SWAGGERTY<br>5) 342-9752<br>10/05<br>314 FOLD HERE><br>JILDINGS<br>1233 |
| RE-BID - REPLACE GLASS WINDOWS AT GALVEZ BLDG., DEQ LAB & LIVINGSTON BL  | DG.   |  |   |   |  |
| TO BE CO  1. PLEASE REMOVE FROM THIS COMMODITY CODE.  2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RE  3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN TH  LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BU  DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONT  BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.  4. BID BOND ATTACHED, CERTIFIED CHECK ATTA  5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RE  | HIRTY (30) DAYS. UT WILL NOT BE FRACTS, CASH D  | R CASH DISCO CONSIDERED DISCOUNTS WIL        | IN<br>LL BE ACCEPTED AND<br>REQUIRED.   | TAKEN   |  |
| INSTRUC  | TIONS TO BIDDE  | ERS  |   |   |  |
| 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND S 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTION INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MAINVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. 7. DESIRED DELIVERY: 9. 014DAYS ARO 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SITHE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STAND IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANC SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHING THE SID IS MADE WITHING | ONS, ERASURES  ION OR AS OTHE ADE WITHIN 30 D  OTHOULD BE RETU SPECIAL ENVEL STATE OF LOUIS ARD TERMS AND CE WITH ALL INS | OR OTHER FO  ERWISE PROVII DAYS AFTER RI  DR | DED. BIDS CONTAINING ECEIPT OF PROPERLY  OF BID.  NVELOPE OR PACKAG SHED FOR THAT PURPO ING BUT NOT LIMITED ; SPECIAL CONDITIONS D BIDDERS, TERMS, CC   | G "PAYMENT IN AD EXECUTED  SE CLEARLY MARKE DSE. TO L.R.S. 39:1551-15; AND SPECIFICAT   | FOLD HERE> VANCE"  ED WITH  736; IONS LISTED   |
| BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BI  |   | I SHALL BE MA                                | DE WITH INK OR TYPE   |   |  |
| VENDOR PHONE NUMBER: FAX NUMBER:   | TITLE   |  |   | DATE  |  |
| SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE (MUST BE SIGNED)   | 3.  | NAME OF E                                    | BIDDER<br>R PRINTED)  |   |  |

| STANDARD TERMS & CONDITIONS                              | INVITATION TO BID |           |
|--|-------------------|-----------|
| NUMBER : 2202963 OPEN DATE: 11/01/05 T-NUMBER : 10:00 AM | BIDDER:           | PAGE<br>2 |

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NΔ

NA

#### 13. BID FORMS.

ALL WRITTEN BIDS. UNLESS OTHERWISE PROVIDED FOR MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

#### 14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

### 15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

## 16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

## 17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

LINESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SQLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

## 19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

# 20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

| STANDARD TERMS & CONDITIONS                              | INVITATION TO BID |           |
|--|-------------------|-----------|
| NUMBER : 2202963 OPEN DATE: 11/01/05 T-NUMBER : 10:00 AM | BIDDER:           | PAGE<br>3 |

#### 21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

#### 22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

#### 23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

### 24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

#### 25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

#### 26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

## 27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

## 28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

## 29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

# 30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

| SPECIAL TERMS & CONDITIONS                                     | INVITATION TO BID |           |
|--|-------------------|-----------|
| NUMBER : 2202963 OPEN DATE: 11/01/05 TIME: 10:00 AM T-NUMBER : | BIDDER:           | PAGE<br>4 |

1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

# \*\*ATTENTION: \*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,

| SPECIAL TERMS & CONDITIONS                               | INVITATION TO BID |           |
|--|-------------------|-----------|
| NUMBER : 2202963 OPEN DATE: 11/01/05 T-NUMBER : 10:00 AM | BIDDER:           | PAGE<br>5 |

COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

3 MANDATORY JOBSITE VISIT REQUIRED.

TO SCHEDULE A JOBSITE VISIT CONTACT PAUL KRON AT 225-219-7734

JOBSITE VISIT VERIFICATION:

THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOBSITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING THE FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

VENDOR COMPANY NAME VENDOR SIGNATURE

# AGENCY NAME AGENCY SIGNATURE

NOTE: THIS CERTIFICATION MUST BE SIGNED BY THE VENDOR AND THE AGENCY REPRESENTATIVE AND MUST BE SUBMITTED WITH THE BID PROPOSAL. A SIGNED LETTER FROM THE AGENCY REP (STATING THAT VENDOR HAS VISITED JOBSITE) MAY BE SUBSTITUTED FOR THE ABOVE, AND MUST BE SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT ONE OF THE ABOVE WITH THE BID PROPOSAL MAY CAUSE YOUR BID TO BE DISQUALIFIED.

4 SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

## BIDDER SIGNATURE

- 5 METHOD OF AWARD: IT IS THE INTENT OF THE STATE OF LOUISIANA TO AWARD THIS CONTRACT ON AN ALL-OR-NONE OR GROUPED BASIS AS DEEMED IN THE BEST INTEREST OF THE STATE. OTHERWISE, ITEMS WILL BE AWARDED SEPARATELY. THE STATE FURTHER RESERVES THE RIGHT TO REJECT INDIVIDUAL ITEMS FROM ANY ALL-OR-NONE OR GROUPED AWARD, TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES.
- 6 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE

| SPECIAL TERMS & CONDITIONS                                     | INVITATION TO BID |           |
|--|-------------------|-----------|
| NUMBER : 2202963 OPEN DATE: 11/01/05 TIME: 10:00 AM T-NUMBER : | BIDDER:           | PAGE<br>6 |

REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

- 7 SCOPE OF WORK INCLUDES LABOR, MATERIALS, AND SERVICES REQUIRED TO PRODUCE A COMPLETED INSTALLATION WHICH IS ACCEPTABLE TO THE AGENCY.
- 8 BEFORE THIS CONTRACT IS ACCEPTABLE AND COMPLETE, SUCCESSFUL BIDDER SHALL CLEAN UP AND REMOVE FROM THE PREMISES ALL DEBRIS RESULTING FROM HIS WORK, AND SHALL SEE TO IT THAT ALL THE ITEMS FURNISHED ARE LEFT IN GOOD ORDER, CLEAN AND PROPERLY INSTALLED.

| TIME: 10:00 AM  MMODITY/SERVICE DESCRIPTION  ECIFIED ELSEWHERE SHIP TO: STATE BUILDINGS  EE HOUSE I THIRD STREET IGE , LA 70802  Y CODE: 910-30-000000  FURNISH ALL LABOR, TOOLS, AND MATERIALS TO REPLACE LASS IN WINDOWS. | BIDDER:  QUANTITY FROM/TO  | UNIT  | UNIT PRICE   | EXTENDED TOTAL  |
|---|--|---|--|---|
| ECIFIED ELSEWHERE SHIP TO: STATE BUILDINGS SE SHOUSE I THIRD STREET IGE , LA 70802 Y CODE: 910-30-000000  | FROM/TO  |   | UNIT PRICE   | EXTENDED TOTA   |
| STATE BUILDINGS SE SHOUSE I THIRD STREET IGE , LA 70802 Y CODE: 910-30-000000 FURNISH ALL LABOR, TOOLS, TAND MATERIALS TO REPLACE   | 1  | JOB   |  |   |
| FURNISH ALL LABOR, TOOLS, AND MATERIALS TO REPLACE  | 1  | JOB   |  |   |
|   |  |   |  |   |
| HED FOR CONTACT INFORMATION<br>LE VISIT.  |  |   |  |   |
| STREET<br>IGE, LA 70804<br>2) BROKEN GLASS TO MATCH   |  |   |  |   |
| OOR, WEST SIDE OF BLDG:<br>PROXIMATELY 36" X 72"<br>OOR, SOUTH SIDE OF BLDG:  |  |   |  |   |
| JILDING<br>DL ACCESS ROAD   | 1  | JOB   |  |   |
| S FOLLOWS:  |  |   |  |   |
|   | AY JOBSITE VISIT REQUIRED HED FOR CONTACT INFORMATION ILE VISIT.  WILDING STREET JGE, LA 70804  2) BROKEN GLASS TO MATCH AS FOLLOWS:  OOR, WEST SIDE OF BLDG: PPROXIMATELY 36" X 72"  OOR, SOUTH SIDE OF BLDG: PPROXIMATELY 12" X 72"  Y CODE: 910-30-000000  UILDING OL ACCESS ROAD JGE, LA 70806  I) BROKEN GLASS TO MATCH AS FOLLOWS:  R, SOUTH SIDE OF BLDG: | HED FOR CONTACT INFORMATION ILE VISIT.  ILLDING STREET JGE, LA 70804  2) BROKEN GLASS TO MATCH AS FOLLOWS:  OOR, WEST SIDE OF BLDG: PPROXIMATELY 36" X 72"  OOR, SOUTH SIDE OF BLDG: PPROXIMATELY 12" X 72"  Y CODE: 910-30-000000  1  UILDING OL ACCESS ROAD JGE, LA 70806  1) BROKEN GLASS TO MATCH AS FOLLOWS: | HED FOR CONTACT INFORMATION ILE VISIT.  ILLDING STREET JGE, LA 70804  2) BROKEN GLASS TO MATCH AS FOLLOWS:  OOR, WEST SIDE OF BLDG: PPROXIMATELY 36" X 72"  OOR, SOUTH SIDE OF BLDG: PPROXIMATELY 12" X 72"  Y CODE: 910-30-000000  1 JOB UILDING OL ACCESS ROAD JGE, LA 70806  1) BROKEN GLASS TO MATCH AS FOLLOWS: | HED FOR CONTACT INFORMATION  JILE VISIT.  JILDING  STREET  JGE, LA 70804  2) BROKEN GLASS TO MATCH  AS FOLLOWS:  OOR, WEST SIDE OF BLDG:  PPROXIMATELY 36" X 72"  OOR, SOUTH SIDE OF BLDG:  PPROXIMATELY 12" X 72"  Y CODE: 910-30-000000  1 JOB  UILDING  OL ACCESS ROAD  JGE, LA 70806  1) BROKEN GLASS TO MATCH  AS FOLLOWS: |

| RICE SHEET  | INVITATION          | ON TO B | ID         |         |           |
|---|---------------------|---------|------------|---------|-----------|
| MBER : 2202963<br>PEN DATE: 11/01/05 TIME: 10:00 AM<br>NUMBER : | BIDDER:             |         |            |         | PAGE<br>8 |
| LINE COMMODITY/SERVICE DESCRIPTION NO.                          | QUANTITY<br>FROM/TO | UNIT    | UNIT PRICE | EXTENDE | O TOTAL   |
| (1) APPROXIMATELY 56" X 36"                                     |                     |         |            |         |           |
| commodity code: 910-30-000000 LIVINGSTON BUILDING               | 1                   | JOB     |            |         |           |
| 1885 NORTH THIRD STREET<br>BATON ROUGE, LA 70802                |                     |         |            |         |           |
| REPLACE (1) BROKEN GLASS TO MATCH EXISTING, AS FOLLOWS:         |                     |         |            |         |           |
| 1ST FLOOR, SOUTH SIDE OF BLDG:<br>(1) APPROXIMATELY 30" X 46"   |                     |         |            |         |           |
|   |                     |         |            |         |           |
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